

45.90
1 BILL NO. S-79-08-34

2 SPECIAL ORDINANCE NO. S- 157-79.

3 AN ORDINANCE approving an Agreement with
4 Woodmont Realty, Inc., for construction
of a sanitary sewer.

5 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,
6 INDIANA:

7 SECTION 1. That the Agreement dated August 1, 1979, between the
8 City of Fort Wayne, by and through its Mayor and the Board of Public Works
9 and Woodmont Realty, Inc., Developer, for:

10 SANITARY SEWER

11 Woodmont Oaks

12 Line A - Beginning at a proposed manhole "F" to be constructed
13 over an existing 21" sanitary sewer, said manhole being
14 situated 2110 (+) feet East and 280 (+) feet North of the
15 centerline intersection of S. R. #3 and Dupont Road; thence
16 Northeasterly, a distance of 180 feet to a proposed manhole
17 "E"; thence Northerly along the future right-of-way of
18 Ogden Oaks Court in Windsor Woods, a distance of 250 feet
19 to proposed manhole "D"; thence Northwesterly, along the
20 future right-of-way of said Ogden Oaks Court, a distance
21 of 380 feet to proposed manhole "C"; thence Northeasterly,
22 along the future right-of-way of Radbourne Court in said
23 Windsor Woods, a distance of 200 feet to proposed manhole
24 "B"; thence Northeasterly, a distance of 295 feet to pro-
25 posed manhole "A", said manhole being situated 70 (+) feet
26 South of the Northwest corner of Lot #8 in Woodmont, Section
27 1; thence Northerly, along the West line of said Lot #8,
28 a distance of 100 feet to proposed manhole #1, said manhole
29 being situated on the most Southerly corner of Lot #29 in
30 Woodmont Oaks; thence Northeasterly, a distance of 250 feet
31 to proposed manhole #2, said manhole being situated on the
32 Southeast corner of said Lot #29 and the South right-of-way
of Country Wood Trail in Woodmont Oaks; thence Easterly,
along the South right-of-way of said Country Wood Trail, a
distance of 300 feet to proposed manhole #3; thence Easterly,
along the South right-of-way of said Country Wood Trail, a
distance of 265 feet to proposed manhole #4, said manhole
being situated on the most Westerly corner of Lot #38 and
the Northeast right-of-way of Hickory Branch Court in
Woodmont Oaks; thence Northerly, along the East right-of-way
of said Country Wood Trail, a distance of 240 feet to pro-
posed manhole #5; thence Northerly, along the East right-of-
way of said Country Wood Trail, a distance of 180 feet to
proposed manhole #6; thence Northerly, along the East right-
of-way of said Country Wood Trail, a distance of 135 feet to
proposed manhole #7, said manhole being situated 10 (+) feet
East of the corner of Lots #1 and #2 and the North right-of-
way of Pollingwood Lane in Woodmont Oaks; thence North-
westerly, along the Northeast right-of-way of said Rolling-
wood Lane, a distance of 180 feet to proposed manhole #8,
said manhole being situated on the most Westerly corner of
said Lot #2 and the Southeast right-of-way of Oak Leaf
Place in Woodmont Oaks; thence Northwesterly, along the North-

1 east right-of-way of said Rollingwood Lane, a distance of
2 240 feet to proposed manhole #9; thence Westerly, along
3 the North right-of-way of said Rollingwood Lane, a distance
4 of 230 feet to proposed manhole #10, said manhole being
5 situated on the corners of Lots #8 and #9 and the North
6 right-of-way of said Rollingwood Lane; thence West, along
7 the North right-of-way of said Rollingwood Lane, a distance
8 of 250 feet terminating at proposed manhole #11.

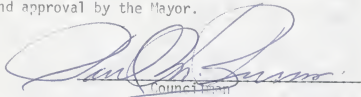
9 Line B - Beginning at proposed manhole #10, said manhole being
10 situated on the corners of Lots #8 and #9 and the North
11 right-of-way of Rollingwood Lane in Woodmont Oaks; thence
12 South along the East right-of-way of Rollingwood Place in
13 Woodmont Oaks, a distance of 315 feet; thence South, along
14 the East right-of-way of said Rollingwood Place, a distance
15 of 160 feet terminating at proposed cleanout #13, said
16 cleanout being situated on the corners of Lots #15 and #16
17 in Woodmont Oaks and the right-of-way of said Rollingwood
18 Place.

19 Line C - Beginning at proposed manhole #8, said manhole being situated
20 on the most Westerly corner of Lot #2 and the Southeast right-
21 of-way of Oak Leaf Place in Woodmont Oaks; thence Northeasterly
22 along the Southeast right-of-way of said Oak Leaf Place, a
23 distance of 220 feet terminating at a proposed manhole #14,
24 said manhole being situated on the corners of Lots #3 and #4
25 and the right-of-way of Oak Leaf Place.

26 Line D - Beginning at proposed manhole #4, said manhole being situated
27 on the most Westerly corner of Lot #38 and the Northeast
28 right-of-way of Hickory Branch Court in Woodmont Oaks; thence
29 Southeasterly, along the Northeast right-of-way of said
30 Hickory Branch Court, a distance of 205 feet terminating at
31 proposed manhole #15, said manhole being situated on the
32 corners of Lots #36 and #37 in Woodmont Oaks and the right-
of-way of said Hickory Branch Court.

of which the developer shall pay the entire cost and expense of the construc-
tion of said sewer, all as more particularly set forth in said agreement
which is on file in the Office of the Board of Public Works and is by
reference incorporated herein, made a part hereof and is hereby in all things
ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect
from and after its passage and approval by the Mayor.


Councilman

APPROVED AS TO
FORM & LEGALITY


William N. Salin, City Attorney

Read the first time in full and on motion by Burns, seconded by V Schmidt and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City-Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 8-14-79

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Burns, seconded by V Schmidt, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
TOTAL VOTES	<u>8</u>	_____	_____	<u>1</u>	_____
BURNS	<u>X</u>	_____	_____	_____	_____
HINGA	<u>X</u>	_____	_____	_____	_____
HUNTER	<u>X</u>	_____	_____	_____	_____
MOSES	<u>X</u>	_____	_____	_____	_____
NUCKOLS	<u>1</u>	_____	_____	<u>X</u>	_____
SCHMIDT, D.	<u>X</u>	_____	_____	_____	_____
SCHMIDT, V.	<u>X</u>	_____	_____	_____	_____
STIER	<u>X</u>	_____	_____	_____	_____
TALARICO	<u>X</u>	_____	_____	_____	_____

DATE: 8-28-79

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. 8-157-79 on the 28th day of August, 1979.
ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

Winifred C. Wingo JR
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of August, 1979, at the hour of 11:30 o'clock 4 M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 4th day of September, 1979, at the hour of 3 o'clock _____ M., E.S.T.

Robert E. Stumacher
MAYOR

Bill No. S-79-08-34

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance
approving an Agreement with Woodmont Realty, Inc., for construction
of a sanitary sewer

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Ad PASS.

PAUL M. BURNS - CHAIRMAN

SAMUEL J. TALARICO - VICE CHAIRMAN

VIVIAN G. SCHMIDT

DONALD J. SCHMIDT

JAMES S. STIER

8-28-79 CONCURRED IN
DATE CHARLES W. WESTERMAN, CITY CLERK

Memorandum

To BOARD OF PUBLIC WORKS

Date June 27, 1979

From PHILIP R. BOLLER

Subject WOODMONT OAKS

COPIES TO:

Enclosed for your concilmanic approval is an Agreement for Sanitary Sewer Extension to serve the subject development.

The developer, R. L. Meister, is respectfully requesting prior approval of this agreement. He has indicated he will have someone attend the council meeting if you inform him of the date.

At a later date we will be submitting the Sewer Construction Permit with Performance and Guarantee Bond for the Bord of Work's approval. At the present time the developer wishes only to acquire approval for the attached agreement.

If you approve, please issue a Board Order for this project.



Philip R. Boller, P.E.

Chief Water Pollution Control Engineer

PRB/DE/ds

Att.

NOTED

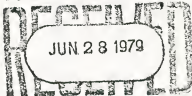
☐ H.P.W.

☐ E.H.L.

☐ M.G.S.

Date _____

BOARD OF PUBLIC WORKS



68-2-9 HI

8-1-79

A G R E E M E N T
F O R
S E W E R E X T E N S I O N

THIS AGREEMENT made in triplicate this 1 day of August, 1979, by and between WOODMONT REALTY, INC., hereinafter referred to as "Developer" and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "City", WITNESSETH:

WHEREAS, the Developer desires to construct a sanitary sewer described as follows:

WOODMONT OAKS

Line A - Beginning at a proposed manhole "F" to be constructed over an existing 21" sanitary sewer, said manhole being situated 2110 (+) feet East and 280 (+) feet North of the centerline intersection of S. R. #3 and Dupont Road; thence Northeasterly, a distance of 180 feet to a proposed manhole "E"; thence Northerly along the future right-of-way of Ogden Oaks Court in Windsor Woods, a distance of 250 feet to proposed manhole "D"; thence Northwesterly, along the future right-of-way of said Ogden Oaks Court, a distance of 380 feet to proposed manhole "C"; thence Northeasterly, along the future right-of-way of Radbourne Court in said Windsor Woods, a distance of 200 feet to proposed manhole "B"; thence Northeasterly, a distance of 295 feet to proposed manhole "A", said manhole being situated 70 (+) feet South of the Northwest corner of Lot #8 in Woodmont, Section 1; thence Northerly, along the West line of said Lot #8, a distance of 100 feet to proposed manhole #1, said manhole being situated on the most Southerly corner of Lot #29 in Woodmont Oaks; thence Northeasterly, a distance of 250 feet to proposed manhole #2, said manhole being situated on the Southeast corner of said Lot #29 and the South right-of-way of Country Wood Trail in Woodmont Oaks; thence Easterly, along the South right-of-way of said Country Wood Trail, a distance of 300 feet to proposed manhole #3; thence Easterly, along the South right-of-way of said Country Wood Trail, a distance of 265 feet to proposed manhole #4, said manhole being situated on the most Westerly corner of Lot #38 and the Northeast right-of-way of Hickory Branch Court in Woodmont Oaks; thence Northerly, along the East right-of-way of said Country Wood Trail, a distance of 240 feet to proposed manhole #5; thence Northerly, along the East right-of-way of said Country Wood Trail, a distance of 180 feet to proposed manhole #6; thence Northerly, along the East right-of-way of said Country Wood Trail, a distance of 135 feet to proposed manhole #7, said manhole being situated 10 (+) feet East of the corner of Lots #1 and #2 and the North right-of-way of Rollingwood Lane in Woodmont Oaks; thence Northwesterly, along the Northeast right-of-way of said Rollingwood Lane, a distance of 180 feet to proposed manhole #8, said manhole being situated on the most Westerly corner of said Lot #2 and the Southeast right-of-way of Oak Leaf Place in Woodmont Oaks; thence Northwesterly, along the Northeast right-of-way of said Rollingwood Lane, a distance of

240 feet to proposed manhole #9; thence Westerly, along the North right-of-way of said Rollingwood Lane, a distance of 230 feet to proposed manhole #10, said manhole being situated on the corners of Lots #8 and #9 and the North right-of-way of said Rollingwood Lane; thence West, along the North right-of-way of said Rollingwood Lane, a distance of 250 feet terminating at proposed manhole #11.

- Line B - Beginning at proposed manhole #10, said manhole being situated on the corners of Lots #8 and #9 and the North right-of-way of Rollingwood Lane in Woodmont Oaks; thence South along the East right-of-way of Rollingwood Place in Woodmont Oaks, a distance of 315 feet; thence South, along the East right-of-way of said Rollingwood Place, a distance of 160 feet terminating at proposed cleanout #13, said cleanout being situated on the corners of Lots #15 and #16 in Woodmont Oaks and the right-of-way of said Rollingwood Place.
- Line C - Beginning at proposed manhole #8, said manhole being situated on the most Westerly corner of Lot #2 and the Southeast right-of-way of Oak Leaf Place in Woodmont Oaks; thence Northeasterly, along the Southeast right-of-way of said Oak Leaf Place, a distance of 220 feet terminating at a proposed manhole #14, said manhole being situated on the corners of Lots #3 and #4 and the right-of-way of Oak Leaf Place.
- Line D - Beginning at proposed manhole #4, said manhole being situated on the most Westerly corner of Lot #38 and the Northeast right-of-way of Hickory Branch Court in Woodmont Oaks; thence Southeasterly, along the Northeast right-of-way of said Hickory Branch Court, a distance of 205 feet terminating at proposed manhole #15, said manhole being situated on the corners of Lots #36 and #37 in Woodmont Oaks and the right-of-way of said Hickory Branch Court.

All sewers consist of 4575+ L.F. of 8-inch E.S.C.P., ABS Plastic Pipe or A.C.P. in accordance with plans, specifications and profiles heretofore submitted to the City and now on file in the Office of the Chief Water Pollution Control Engineer of the City Utilities of the City, and known as Woodmont Oaks, which plans, specifications and profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the Developer has an interest, but also adjoining land areas.

WHEREAS, the entire cost of construction of said sewer is to be paid for by the Developer.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER.

The Developer shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved

by the City, under private contract to be let within sixty (60) days after requisite City approval. All work and materials shall be subject to inspection by City and the right of City to halt construction if there shall be noncompliance therewith, Said sewer shall not be deemed permanently connected into the sewer system of City until final acceptance by City. Upon completion, said sewer shall become the property of City and City shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by City, and all further maintenance thereafter shall be borne by City.

2. COST OF CONSTRUCTION.

The Developer agrees to pay the entire cost and expense of construction of said sewer, in cash, including engineering and City inspection fees, and to hold the City harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER.

Said sewer, when accepted by the City will serve the following described real estate, to be platted as Woodmont Oaks.

WOODMONT OAKS

The 31 acres lying West of the East 17 acres of the North Half of the Southeast Quarter of Section 32, Township 32 North, Range 12 East, Allen County, Indiana, more particularly described as follows, to wit:

Beginning on the North line of said Southeast Quarter at the Northwest corner of said East 17 acres; thence S 88°-04'-30" W, on and along said North line, a distance of 1029.46 feet to the Northwest corner of said 31 acres; thence S 00°-46'-40" E, on and along the West line of said 31 acres, a distance of 1312.41 feet to the Southwest corner thereof; thence N 88°-31' E, on and along the South line of said North Half, a distance of 1024.07 feet to the Southwest corner of said East 17 acres; thence N 00°-33' W, on and along the West line of said East 17 acres, a distance of 1320.42 feet to the point of beginning, containing 31.024 acres of land.

As the Developer will pay for the cost of construction of said sewer as it pertains to the above described area, no additional charge or assessment shall be made by City against the above described real estate for the construction of said sewer to the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by the City for connections to City sewer mains and treatment of sewage therefrom.

4. CHARGE AGAINST AREA.

An area connection charge of \$475.00 per acre shall be paid to the City at the time of connection. This area connection charge represents the oversizing cost expended by the City for the sanitary sewer, St. Joe Interceptor, that provides service to Woodmont Oaks.

5. BOND.

This contract is subject to Developer furnishing a satisfactory Performance and Guaranty Bond for the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the City.

6. LIMITATION ON USE.

Said sewer shall be constructed for disposal of sanitary sewage only, and neither the parties hereto, their successors, or assigns or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

7. WAIVER OR RIGHT TO REMONSTRATE AGAINST ANNEXATION.

The Developer, for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof.

In further consideration and to induce City to execute and ratify this contract, said Developer, for himself, his successors and assigns, agrees by this contract to vest in City the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate described in Article 3 herein.

Developer further agrees that any deeds, contracts, or other instruments of conveyance made by the Developer, its successors or assigns, transferring or conveying any interest or title in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in paragraph above, which

provisions shall run with the land and the acceptance of the delivery of any such instrument from the Developer, his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title.

The Developer further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its ratification and approval by the Common Council of City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of City who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of such land or of the territory in which it is located or of the area served by said sewer.

8. GOVERNING STATUTE.

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Sections 16, 17 and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (I.C. 19-2-7-16, I.C. 19-2-7-17 and I.C. 19-2-7-18), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

9. COUNCILMANIC APPROVAL.

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

WOODMONT REALTY, INC.

ATTEST:

Dwight Graber
Corporate Secretary

By: Robert L. Meister
Robert L. Meister, President
"DEVELOPER"

STATE OF INDIANA }
COUNTY OF ALLEN } SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert L. Meister, President and Dwight Graber, Corporate Secretary of WOODMONT REALTY, INC. who acknowledged the execution of the foregoing agreement for sewer extension as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 21st day of November, 1977.

Ellen M. Patton
Notary Public
Resident of Allen County, Indiana.

My Commission Expires:

November 17, 1981

CITY OF FORT WAYNE, INDIANA

By: _____
Robert E. Armstrong, Mayor

BOARD OF PUBLIC WORKS

By: _____
Henry P. Wehrenberg, Chairman

By: _____
Ethel H. LaMar, Member

By: _____
Max G. Scott, Member

ATTEST:

Ursula J. Miller, Clerk

Approved as to form and legality:

STATE OF INDIANA }
COUNTY OF ALLEN } SS:

Before me, the undersigned, a Notary Public in and for said County and State personally appeared Robert E. Armstrong, Henry P. Wehrenberg, Ethel H. LaMar, Max G. Scott and Ursula J. Miller, known to me to be the Mayor, the Members of the Board of Works, and Clerk of the City of Fort Wayne, Indiana, respectively, and acknowledge the foregoing contract to be the voluntary act and deed of said City.

WITNESS my hand and notarila seal this _____ day of _____,
19____.

Notary Public

My Commission Expires:

Resident of _____ County, Indiana.

This instrument prepared by: Larry J. Burke, Deputy City Attorney.



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

July 2, 1979

The Common Council
Fort Wawayne, Indiana

Gentlemen and Mrs. Schmidt:

Woodmont Realty, Inc., developer for Woodmont Oaks is entering into an Agreement for Sewer Extension with the Board of Works to serve newly constructed housing in Woodmont Oaks. Developer has informed us they are anxious to begin construction of said homes as soon as possible and therefore, need to construct the sanitary sewer immediately in order to complete said housing on schedule

Therefore, Board of Works respectfully requests "Prior Approval" so that construction may begin immediately on the above.

Special Ordinance for formal approval will be submitted in the very near future.

Sincerely,

BOARD OF PUBLIC WORKS

Henry P. Wehrenberg
HENRY P. WEHRENBURG, CHAIRMAN

CITY OF FORT WAYNE

Robert E. Armstrong
ROBERT E. ARMSTRONG, MAYOR

APPROVED:

William T. Zing
William T. Zing

Viriam P. Schmidt
Viriam P. Schmidt

Samuel J. Talarico
Samuel J. Talarico

MEMBERS OF THE COMMON COUNCIL

ATTEST:

Charles W. Westerman
CHARLES W. WESTERMAN, CLERK

370
TITLE OF ORDINANCE SPECIAL ORDINANCE - AGREEMENT FOR SEWER EXTENSION - WOODMONT OAKS

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

2-79-08-34

SYNOPSIS OF ORDINANCE AGREEMENT FOR SEWER EXTENSION BETWEEN WOODMONT REALTY, INC., DEVELOPER
AND CITY OF FORT WAYNE, FOR CONSTRUCTION OF SANITARY SEWER TO SERVE WOODMONT OAKS.

(AGREEMENT FOR SEWER EXTENSION ATTACHED)

PRIOR APPROVAL ACQUIRED, A COPY OF WHICH IS ATTACHED HERETO

EFFECT OF PASSAGE CONSTRUCTION OF SANITARY SEWER EXTENSION TO SERVE WOODMONT OAKS

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) DEVELOPER AGREES TO PAY ENTIRE COST
AND EXPENSE OF CONSTRUCTION OF SAID SEWER

ASSIGNED TO COMMITTEE

City Utilities